

**DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN**

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
RICARDO MITCHELL,)
)
Defendant.)
)

ORDER

BEFORE THE COURT is Ricardo Mitchell's ("Mitchell") *pro se* Renewed Motion for Termination of Supervised Release, filed February 10, 2021. (ECF No. 108.) For the reasons stated below, the Court will grant Mitchell's motion.

On November 4, 2010, a federal grand jury returned an indictment charging Mitchell with two counts of possession of a firearm with an obliterated serial number and one count of carrying of firearms. Following a trial on January 24 and 25, 2011, a jury found Mitchell guilty on all three counts. On June 13, 2011, the Court sentenced Mitchell to a term of fifteen years, to be followed by a term of supervised release of three years, and a fine of \$5,000. (ECF No. 104 at 3.) On January 11, 2021, Mitchell filed a Motion for termination of Supervised Release. (ECF No. 104.)

The United States ("the Government") filed a reply to Mitchell's motion on January 21, 2021. In its reply, the Government stated it had "no objection to [D]efendant's request for early termination of his term of supervised release provided he pays his remaining fine." (ECF No. 105 at 1.) The Government asserted that Mitchell had paid \$3,800 of his \$5,000 fine at the time of the Government's reply. *Id.*

On February 2, 2021, the Court denied Mitchell's motion without prejudice, holding that Mitchell "must pay his fine before the Court may consider termination of his term of supervised release." (ECF No. 106 at 2.) On February 10, 2021, Mitchell renewed his motion for termination of supervised release, "realleg[ing] and incorporate[ing] . . . all of his arguments and authorities set out in his [original] motion. (ECF No. 108.) In his renewed

motion, Mitchell asserts that he “mailed two U.S. postal money orders totaling \$1,200 to the Virgin Islands District Court” on or about February 8, 2021. *Id.* at 1-2. Mitchell renews his request for termination of his term of supervised release.

A district “court may ‘terminate a term of supervised release and discharge the person released,’ once at least a year of release time has been served” if the Court finds “that a defendant’s conduct and the interests of justice warrant it.” *Johnson v. United States*, 529 U.S. 694, 704 (2000). However, in addition to a term of incarceration and period of supervised release, “a defendant who has been found guilty of an offense may be sentenced to pay a fine.” 18 U.S.C. § 3571(a).

Here, Mitchell has completed two years of supervised release and has paid the balance of his fine imposed at sentencing. Mitchell argues that he “successfully participated in and completed ten classes for which he received certificates” while incarcerated. *Id.* He further argues that as a gainfully employed and now “law abiding citizen in the community,” it is “in the interest of justice to grant [Mitchell] termination of his supervised release.” *Id.* The Government does not object to Mitchell’s motion and states that it is the Government’s “understanding that the motivating factor in the [D]efendant seeking early termination is a desire to relocate to the Atlanta, Georgia area, where his significant other and children, for whom he provides support, reside.” (ECF No. 105 at 2.) The Government further asserts that “[d]ue to COVID concerns, the U.S. Probation Office that oversees the Atlanta, Georgia area . . . is currently not accepting supervised release transfers.” *Id.* In light of the aforementioned, the Government “agrees that early termination in this case is in the interest of justice, due to his inability to relocate and remain supervised . . .” *Id.*

After careful review of the record and consideration of each of the statutory factors under 18 U.S.C. § 3553(a)(2), the Court agrees with the Government and the Defendant that the interests of justice warrant the termination of supervised release for Mitchell.

Accordingly, it is hereby

ORDERED that Mitchell’s motion for termination of supervised release is **GRANTED**.

Dated: February 12, 2021

/s/ Robert A. Molloy
ROBERT A. MOLLOY
District Judge